

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING PLEASE RETURN TO:
DYKE, HENRY, GOLDSHOLL & WINZERLING, P.L.C.
555 Plaza West, 415 North McKinley
Little Rock, Arkansas 72205
Telephone No. (501) 661-1000

**LOST ASSIGNMENT OF DEED OF TRUST/MORTGAGE
AFFIDAVIT AND
INDEMNIFICATION AGREEMENT**

THIS LOST ASSIGNMENT OF DEED OF TRUST AFFIDAVIT AND
INDEMNIFICATION AGREEMENT (this "Agreement") is made effective as of the
5th day of February, 2007, by Deutsche Bank Trust Company Americas, fka
Bankers Trust Company, as Trustee ("Indemnitor") to and for the benefit of FIRST AMERICAN
TITLE INSURANCE COMPANY and its partners, directors, officers, agents, and employees
referred to herein collectively as "Indemnitee."

WITNESSETH

WHEREAS, Indemnitor is the owner and holds all of the right, title and interest in, to and
under the Promissory Note (as hereinafter defined) pursuant to the terms of that certain Note;

WHEREAS, an Assignment of Deed of Trust/Mortgage is used to memorialize the
transfer of interest to Indemnitor, or to a predecessor in interest of Indemnitor, and is customarily
caused to be recorded in the office of the County Recorder of the county wherein the subject
property is located;

WHEREAS, in this instance, the original Assignment of the beneficial interest of the
Deed of Trust/Mortgage (the "Assignment"), as herein defined, to the Indemnitor, cannot be
found or located for filing and assigning of the Deed of Trust which was recorded in Book 1426
at Page 0057 in the office of the County Recorder of the county wherein the subject property is
located;

WHEREAS, Indemnitor does not have possession of the Assignment, nor does
Indemnitor have knowledge regarding the whereabouts of the Assignment, and furthermore
Indemnitor has used due diligence and its best efforts to locate the Assignment, and to obtain an
executed another original and/or correction assignment from Mortgage Express, Inc.

NOW THEREFORE, Indemnitor represents, warrants, and covenants as follows:

1. Indemnitor's Representations.

- (a) That E Hamac Taylor, executing this Agreement on behalf of Indemnitor, is the Assistant Secretary (title) of Indemnitor and has the power and authority to enter into this Agreement and to execute same on behalf of Indemnitor;
- (b) That as of the date hereof, Indemnitor is the sole owner of the loan evidenced by that certain Promissory Note dated December 7, 2001, in the original principal amount of \$193,500.00 (the "Note"), executed by Lawyer T. Farley and Pamela D. Farley (the "Borrower"), and payable to the order of Mortgage Express, Inc., and duly endorsed to Indemnitor, the holder in due course, and secured by that certain Deed of Trust or Mortgage filed in Book 1426 at Page 0057 in the official records of DeSoto County, Mississippi;
- (c) That the original Assignment was duly executed and delivered by the Indemnitor's predecessor in interest but has been lost or misplaced, and Indemnitor has been unable to locate, or obtain a correction Assignment despite diligent efforts to do so;
- (d) That if the Assignment is located at any time hereafter Indemnitor shall immediately forward the Assignment to Indemnitor;
- (e) That the Indemnitor warrants it has not, except for interim financing, assigned, pledged, sold, endorsed or in any way transferred or hypothecated the Note or any interest therein, and that Indemnitor retains full right, power and authority to sell, transfer and convey its interest in the Note.

2. Indemnity.

Indemnitor shall indemnify, defend and hold harmless the Indemnatee from, and against any and all liability, claims, demands, losses, damages or expenses, including, but not limited to, reasonable attorney's fees and costs, suffered by, incurred by or asserted against Indemnatee, or any of them, by reason of any claim by anyone that the representations and warranties set forth in Paragraph 1 hereof are false or inaccurate in any respect.

3. Indemnatee's Attorneys.

In the event of any litigation brought against the Indemnatee which is covered by Paragraph 2 above, Indemnitor agrees that the Indemnatee shall have the right, only with Indemnitor's written approval, to select and retain any attorneys to advise or defend them against said litigation, and Indemnitor shall pay the reasonable attorney's fees and cost, as provided in Paragraph 2 above.

4. Joint and Several Liability.

The obligations of Indemnitor hereunder shall be joint and several.

5. Attorney's Fees.

In the event of any litigation between Indemnitor and Indemnitee arising out of the parties' respective rights and/or obligations under this Agreement, or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorney's fees and cost.

6. Construction.

This Agreement, or any instrument to be drafted in the future, shall be construed without regard to any presumption or rule-requiring construction against the party drafting said Agreement.

7. Successors and Assigns.

This Agreement shall be binding on Indemnitor, their respective heirs, executors, administrators, successors and assigns, and shall insure to the benefit of Indemnitee and its respective heirs, executors, administrators, successors and assigns.

8. Real Property.

The real property which is the subject of the afore-mentioned Deed of Trust/Mortgage is specifically described as follows:

Lot 3, Woods Estates Subdivision, in Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 70, Page 49, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement effective as of the day and year as set forth below.

DATED: 1/05, 20 07.

INDEMNITOR:

Deutsche Bank Trust Company Americas, fka Bankers Trust Company, as Trustee
By: Residential Funding Company, LLC fka Residential Funding Corporation,
its Attorney in Fact

By: Ottamie Taylor
Ottamie Taylor

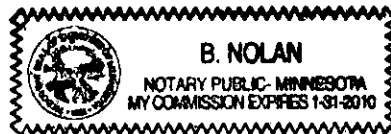
Title: Assistant Secy

STATE OF MINNESOTA
 COUNTY OF HENNEPIN

ACKNOWLEDGMENT

Personally appeared before me, on this 5th day of FEBRUARY, 2007
 before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and
 for said County and State, within my jurisdiction, appeared in person, the within named
EHAMAE TAYLOR to me personally well known, who stated that he/she were the
ASSISTANT Secy for Residential Funding Company, LLC fka Residential
 Funding Corporation, who acknowledged that Residential Funding Company, LLC fka
 Residential Funding Corporation is Attorney-in-Fact for Deutsche Bank Trust Company
 Americas, fka Bankers Trust Company, as Trustee, and was duly authorized in said fiduciary
 capacity of said limited liability company and/or corporation, EHAMAE TAYLOR
 executed the foregoing instrument for and in the name and on behalf of the said limited liability
 company and/or corporation as Attorney-in-Fact for Deutsche Bank Trust Company Americas,
 fka Bankers Trust Company, as Trustee, and as its act and deed he/she executed the above and
 foregoing instrument after first having been duly authorized by said limited liability company
 and/or corporation as Attorney-in -Fact for Deutsche Bank Trust Company Americas, fka
 Bankers Trust Company, as Trustee so to do.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this
5th day of FEBRUARY, 2007.



B. Nolan
 NOTARY PUBLIC

My Commission Expires:

1.01.2010

Lawyer T. Farley
 DHGW No. 32743H

P BK 100 PG 209

STATE MS. - DESOTO CO.

SEP 12 2 26 PM '03

BK 100 PG 209
W.F. DAVIS OH. CLK.

[WHEN RECORDED RETURN TO]
 NTC - ATTN: ALAN GRAHAM
 2100 ALT. 19 NORTH
 PALM HARBOR, FLORIDA 34683
 GMACPOA SU/City: MSDESOTO

Limited Power of Attorney

KNOW ALL MEN BY THESE PREMISES:

That Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee (together with its successors and assigns, the "Trustee") under Pooling and Servicing or Indenture Agreements pursuant to which Residential Funding Corporation acts as Master Servicer, and such Trustee being, a New York Banking Corporation organized and existing under the laws of the State of New York, c/o Deutsche Bank National Trust Company having an office located at 176 East St. Andrew Place, in the City of Santa Ana, State of California, 92705, has made, constituted and appointed, and does by these presents make, constitute and appoint Residential Funding Corporation, a corporation organized and existing under the laws of the State of Delaware, its trust and lawful Attorney-in Fact, with full power and authority to sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust", respectively) and promissory notes secured thereby (the "Mortgages Notes") for which the undersigned is acting as Trustee for various certificate holders (whether the undersigned is names therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Residential Funding Corporation is acting as master servicer.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or recording is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in Favor of a public utility company or a government agency or unit with power of eminent domain; this section shall include, without limitation, the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. The qualified subordination of the lien of a Mortgage or Deed of Trust to a lien of a creditor that is created in connection with the refinancing of a debt secured by a lien that was originally superior to the lien of the Mortgage or Deed of Trust.

Prepared by: Alan Graham
 Alan Graham
 NTC (727) 771-4000
 2100 Alt 19 North
 Palm Harbor, FL 34683.

EXHIBIT

tabbies

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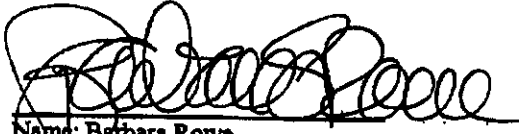
~~P BK 100 PG 210~~

4. With respect to a Mortgage or Deed of Trust, the Foreclosure, the taking of a deed in lieu of Foreclosure, or the completion of judicial or non-judicial Foreclosure or termination, cancellation or rescission of any such Foreclosure, including, without limitation, any and all of the following acts:
 - a. The substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. Statements of breach or non-performance;
 - c. Notices of default;
 - d. Cancellations/rescissions of notices of default and/or notices of sale;
 - e. The taking of a deed in lieu of foreclosure; and
 - f. Such other documents and action as may be necessary under the terms of the Mortgage, Deed of Trust of state law to expeditiously complete said transactions.
5. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title of real estate owned.
6. The completion of loan assumption agreements.
7. The full satisfaction/ release of a Mortgage or Deed of Trust or full reconveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
8. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby pursuant to the requirements of a Residential Funding Corporation Seller Contract, including, without limitation, by reason of conversion of an adjustable rate mortgage loan from a variable rate to a fixed rate.
9. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.


The undersigned gives said Attorney-in Fact full Power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power of powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in Fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect has not been revoked unless and instrument of revocation has been made in writing by the undersigned.

P BK 100 PG 211


 Name: Barbara Rowe
 Title: Associate

Deutsche Bank Trust Company Americas
 (formerly known as Bankers Trust
 Company), as Trustee


 Name: Stephen T. Hessler
 Title: Vice President

STATE OF CALIFORNIA)
 SS.

COUNTY OF ORANGE)

On OCT 30 2002 before me, Brent Wayne Hoyer personally appeared Stephen T. Hessler, Vice President and Barbara Rowe, Associate, Personally known to me OR proved to me on this basis of satisfaction evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s) or the entirety upon behalf of which the person(s) acted, executed the instrument in the city of Santa Ana, County of Orange, State of California.

CAPACITY CLAIMED BY SIGNER

Individual Attorney-in Fact Other
~~XXX~~ Corporate Officers ~~XXX~~ Trustee(s)

Signer is representing: Deutsche Bank Trust Company Americas

WITNESS my hand and official seal



Notary Public in and for the State of California.

